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10 Defendants

11 **HIDDEN EMPIRE HOLDINGS, LLC,**
12 **HYPER ENGINE, LLC, AND DEON**
13 **TAYLOR;** and Third-Party Defendant
14 **ROXANNE TAYLOR**

15 **UNITED STATES DISTRICT COURT**
16 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

17 HIDDEN EMPIRE HOLDINGS,
18 LLC; a Delaware limited liability
19 company; HYPER ENGINE, LLC; a
20 California limited liability company;
21 DEON TAYLOR, an individual,

22 Plaintiffs,

23 vs.

24 DARRICK ANGELONE, an
25 individual; AONE CREATIVE LLC,
26 formerly known as AONE
27 ENTERTAINMENT LLC, a Florida
28 limited liability company; and ON
CHAIN INNOVATIONS LLC, a
Florida limited liability company,

Defendants.

DARRICK ANGELONE, an
individual; AONE CREATIVE LLC,
formerly known as AONE

Case No. 2:22-cv-06515-MWF-AGR

The Hon. Michael W. Fitzgerald

**PLAINTIFFS' REPLY IN SUPPORT
OF MOTION FOR SUMMARY
JUDGMENT**

HEARING:

DATE: August 18, 2025

TIME: 10:00 a.m.

LOCATION: Courtroom 5A



1 ENTERTAINMENT LLC, a Florida
2 limited liability company; ON
3 CHAIN INNOVATIONS LLC, a
4 Florida limited liability company

5 Counterclaimants,

6
7 HIDDEN EMPIRE HOLDINGS,
8 LLC; a Delaware limited liability
9 company; HYPERENGINE, LLC; a
10 California limited liability company,
11 DEON TAYLOR, an individual,

12 Counterclaim
13 Defendants,

14 DARRICK ANGELONE, an
15 individual; AONE CREATIVE LLC,
16 formerly known as AONE
17 ENTERTAINMENT LLC, a Florida
18 limited liability company; ON
19 CHAIN INNOVATIONS LLC, a
20 Florida limited liability company,

21 Third-Party Plaintiffs

22 v.

23 ROXANNE TAYLOR, an
24 individual, Third-Party Defendant
25
26
27
28



1 **I. INTRODUCTION**

2 Defendants' Opposition is premised on the view that the Motion is an effort
3 to "circumvent the due process of properly litigating this case to a jury . . ." Opp.
4 at 3. This view overlooks the structure of the federal civil court system, which
5 has a summary judgment process to resolve claims prior to a jury trial where there
6 is no triable issue of material fact. Fed. R. of Civ. P. 56(a). This is such a case.¹

7 Plaintiffs' Motion does not seek summary judgment on each of the claims
8 in the operative complaint; instead, the motion is narrowly focused on the claims
9 for which there is no true factual dispute. While Mr. Angelone's declaration
10 attempted to muddy the water by stating positions in a clear effort to create
11 disputes of fact where none exist, he simply failed to address critical facts about
12 which there can be no dispute. *Worthington v. Rusconi*, 29 Cal. App. 4th 1488
13 (1994).

14 Two such facts stand out. First, Exhibit 7 to Roxanne Taylor's Declaration
15 is an email Mr. Angelone sent to Roxanne Taylor in July 2018 attaching a
16 spreadsheet with "all of the HEFG related social accts and passwords." Mr.
17 Angelone advised that the document be treated with care as "we had this issue
18 prior with **some original accounts I created for you and passed over . . .**"
19 (emphasis added). Mr. Angelone now makes an unsupported claim in a
20 declaration that AOne was the rightful owner of these accounts at the time he sent
21 this email, despite significant documentary evidence to the contrary.

22 Second, Mr. Angelone does not dispute that, on August 22, 2022, he sent a
23 series of text messages to Deon Taylor in which he stated he "spent the last 4
24 days compiling 80 pages with 1400 attached documents detailing my interest in
25 hyper engine and the continued stonewalling by hefg." Ex. 23 to D. Taylor Decl.
26 These "1400 attached documents" were not documents that had been sent to Mr.

27
28 ¹ The terms used in this Reply shall have the same defined meanings as the terms used in
Plaintiffs' Motion for Summary Judgment.



1 Angelone – these were documents he accessed due to his role as administrator of
2 HEFG’s Google Workspace Account. Defendants’ efforts to explain that, since
3 the time this action was filed, he has provided access to domains and social media
4 accounts do not save him from the fact that Defendants improperly withheld
5 access to these accounts in the first instance. Thus, the Court should grant
6 Plaintiffs’ Motion for Summary Judgment.

7 **II. ARGUMENT**

8 **A. The Court Should Grant Plaintiff’s MSJ Regarding Its Breach** 9 **of Contract Claim**

10 In the Motion, Plaintiffs identify two independent ways in which Mr.
11 Angeleone and AOne breached the April 26, 2012 contract (the “Agreement”):
12 (1) AOne withheld HEFG’s credentials (username and passwords) to allow
13 HEFG to obtain access to and administrative control over the HEFG Domain and
14 the related Domains and (2) by falsely claiming ownership of the HEFG Domain
15 and related domains, registering the HEFG Domain and related domains in its
16 own name, and using those domains for its own benefit.

17 AOne agreed that all of the Intellectual Property Rights (as that term is
18 defined in the contract) shall be the sole and exclusive property of HEFG. *Id.*
19 AOne further agreed that it shall not own or register for its own benefit or
20 otherwise acquire any rights in the HEFG Domain (*i.e.*,
21 hiddenempirefilmgroup.com) or any related domains thereto. *Id.* AOne further
22 agreed that to the extent it is provided access or is designated as administrative or
23 technical contact, it shall be for the benefit of HEFG and not for the benefit of
24 AOne and any such designations shall be immediately returned or changed to
25 such individuals or entities as are designated by HEFG upon HEFG making such
26 demand. *Id.*

27 Mr. Angelone asserts that HEFG cannot allege breach of contract because
28 it was not a party to the Agreement. Mr. Angelone claims that the assignment
from Hidden Empire Film Group LLC to HEFG was not valid because paragraph



1 14 of the Agreement provides that all “modifications of the terms of this contract
2 must be written and authorized by both parties.” Declaration of Darrick
3 Angelone (“Angelone Decl.”) at ¶ 7. However, he cites no law indicating that an
4 assignment constitutes a modification. Also, he ignores the fact that he continued
5 to provide the services identified in the Agreement to HEFG long after HEFG’s
6 predecessor entity, Hidden Empire Film Group LLC, ceased to exist.

7 Mr. Angelone also claims that the Agreement expired in 2013. *See*
8 Angelone Decl. ¶ 8. However, California courts recognize that when parties
9 continue to perform under the terms of an expired contract, their conduct may
10 imply an agreement to extend the contract. In *McKeon v. Giusto*, 44 Cal.2d 152
11 (1955), the California Supreme Court held that a written contract that had expired
12 by its terms could be orally extended if the parties agreed to continue under the
13 same terms. The court noted that “[t]he fact that plaintiff continued in
14 defendant’s employ after December 31, 1951 would, standing alone, indicate that
15 the parties had agreed to a continuation of the written contract.”

16 Here, there is no dispute that Mr. Angelone (through AOne) provided
17 certain services to HEFG. *See, e.g.* Ex. 8 to RTaylor Decl. Moreover, there is no
18 dispute that HEFG paid Mr. Angelone for at least some of the services rendered.²
19 The only question is whether, when Mr. Angelone registered HEFG’s domain
20 names and its Google Workspace account, he did so as owner of the domain
21 names and the Workspace account or not. Here, the Agreement provides
22 guidance. Why would Deon and Roxanne Taylor insist that all domain name
23 registrations be in the name of HEFG’s predecessor company in 2012 and
24 subsequently agree to allow AOne to register HEFG’s domains and the Google
25 Workspace account in AOne’s name? Exhibit 7 to Roxanne Taylor’s declaration
26 is an email and spreadsheet prepared by Mr. Angelone in July 2018 in which he

27 _____
28 ² Mr. Angelone claims invoices for May 2022-August 2022 remain unpaid. However, he
acknowledges that these invoices post-date Deon Taylor’s May 2022 email instructing Mr.
Angelone to “stop/pause all services.” Angelone Decl. ¶ 9.

1 acknowledges that these are “HEFG’s related social accounts and passwords.”
2 Mr. Angelone made no reference to his being the true owner of these accounts –
3 because he was not. He has concocted the fiction that he always owned HEFG
4 social media accounts, domains and other electronic resources he created for his
5 client in a desperate attempt to evade liability for his misdeeds. These portions of
6 his declaration should be ignored. *Worthington v. Rusconi*, 29 Cal. App. 4th 1488
7 (1994).

8 In addition, HEFG specifically paid Aone and Angelone for its Google
9 Workspace account. *See, e.g.*, Ex. 8 at April 3, 2021 invoice (“Google Suite
10 November 1, 2020 – March 31, 2021 (Reimbursement for invoices attached and
11 already paid by aone)).

12 There is no dispute that AOne withheld HEFG credentials. While Mr.
13 Angelone contends AOne was justified in withholding the credentials because
14 HEFG owed it money, he provides no legal authority for this position.
15 Accordingly, Mr. Angelone and AOne breached the Agreement.

16 AOne has further breached the 2012 Agreement by, falsely claiming
17 ownership of the HEFG Domain and related domains, registering the HEFG
18 Domain and related domains in its own name, and using those domains for its
19 own benefit. Mr. Angelone concedes this conduct. Again, this is contrary to the
20 express language of the Agreement, which provides that all Intellectual Property
21 rights remain with HEFG. Thus, Mr. Angelone and AOne have breached the
22 Agreement.

23 **B. The Court Should Grant Plaintiff’s MSJ Regarding Its Federal**
24 **Computer Fraud and Abuse Act Claim (18 U.S.C.**
25 **§§1030(a)(2)(C) and (a)(5)**

26 The Computer Fraud and Abuse Act, codified at 18 U.S.C § 1030 et al.
27 (“CFAA”), “prohibits a number of different computer crimes, the majority of
28 which involve accessing computers without authorization or in excess of
authorization, and then taking specified forbidden actions, ranging from obtaining



1 information to damaging a computer or computer data.” *LVRC Holdings LLC v.*
2 *Brekka*, 581 F.3d 1127, 1131 (9th Cir. 2009). The CFAA “provides two ways of
3 committing the crime of improperly accessing a protected computer: (1) obtaining
4 access without authorization; and (2) obtaining access with authorization but then
5 using that access improperly.” *Facebook, Inc. v. Power Ventures, Inc.*, 844 F.3d
6 1058, 1066 (9th Cir. 2016) (quoting *Musacchio v. United States*, 577 U.S. 237,
7 240 (2016)).

8 Here, HEFG has never authorized Defendants to access or review HEFG’s
9 corporate emails. D. Taylor Decl. ¶ 11; R. Taylor Decl. ¶¶ 14-16. While Mr.
10 Angelone contends he received one of the emails identified in the Motion as it
11 was forwarded to an info@hiddenempirefilmgroup.com account to which he had
12 access, Mr. Angelone does not dispute that he sent an email to Deon Taylor in
13 which he stated he “spent the last 4 days compiling 80 pages with 1400 attached
14 documents detailing my interest in hyper engine and the continued stonewalling
15 by hefg.” Ex. 23 to D. Taylor Decl. Moreover, he does not dispute that he
16 reviewed and subsequently forwarded to Deon Taylor an email between Roxanne
17 Taylor and HEFG’s accountants for which he was not a recipient. *See* Ex. 21 to
18 DTaylor Decl.

19 In addition, Mr. Angelone locked Plaintiffs out of their email accounts,
20 depriving Plaintiffs of the ability to review, send or receive emails. R. Taylor
21 Decl. at ¶¶ 18. As yet another example, by improperly accessing and reviewing
22 Plaintiffs’ private emails, Angelone found a new domain HEFG set up without his
23 knowledge – hiddenempire.com – as well as the login credentials HEFG secured
24 for that domain. After seeing that in HEFG’s private emails, Angelone changed
25 the passwords so that HEFG could no longer access that domain. *Id.* at ¶¶ 28-30.
26 Ultimately, the only reasonable explanation for the deletion of Plaintiffs’ Google
27 Workspace Account is that Darrick did it. *See* Declaration of Erin Burke . ¶¶ 6-
28 16. Accordingly, the Court should grant this Motion.



1 C. The Court Should Grant Plaintiff's MSJ Regarding Plaintiffs'
2 CDAFA Claim

3 The CDAFA provides that it is unlawful for a person to "[k]nowingly and
4 without permission disrupt [] or cause [] the disruption of computer services or
5 den[y] or cause[] the denial of computer services to an authorized user of a
6 computer, computer system, or computer network." For the reasons identified
7 with respect to Plaintiffs' Federal Computer Fraud and Abuse Act Claims, the
8 Court should also find in favor of Plaintiffs with respect to their CDAFA claim.

9 D. The Court Should Grant Plaintiff's MSJ Regarding Its
10 Conversion Claim

11 "The elements of conversion claim are: (1) the plaintiff's ownership or
12 right to possession of the property; (2) the defendant's conversion by a wrongful
13 act or disposition of property rights; and (3) damages." *Nguyen v. Stephens Ins.*,
14 529 F. Supp. 3d 1047, 1057-58 (N.D. Cal. 2021) (*quoting Lee v. Hanley*, 61 Cal.
15 4th 1225, 1240 (2015)). "Neither legal title nor absolute ownership of the
16 property in question is necessary for a conversion claim – 'a party need only
17 allege it is entitled to immediate possession at the time of conversion.'" *Florey*
18 *Inst. v. Kleiner Perkins Caufield & Byers*, 31 F. Supp. 3d 1034, 1041 (2014)
19 (*quoting Plummer v. Day/Eisenberg, LLP*, 184 Cal. App. 38, 45 (2010)).

20 In their Opposition, Defendants' claim that "[t]he Declaration of Darrick
21 Angelone at ¶ 53 disputes that he withheld any intellectual property assets from
22 HEFG." Opp. at 6. In fact, Mr. Angelone stated " . . . I did not withhold
23 intellectual property assets from HEFG as a form of leverage to gain equity in
24 Hyper Engine, as Ms. Taylor suggests." Angelone Decl. ¶ 53. Thus, Mr.
25 Angelone concedes that he withheld HEFG's intellectual property rights.
26 Moreover, he offers no legal authority that his withholding of these assets was
27 lawful.

28 While Defendants' expert disputes the view that Mr. Angelone deactivated
HEFG's Twitter account, he does not dispute the fact that Mr. Angelone refused



1 to turn over log in credentials for HEFG’s Twitter account, its Instagram account
2 and the Icelandic domains for some amount of time as these facts are not in
3 dispute. These actions constituted conversion.

4 With respect to the “Icelandic domains”, Defendants contend that five of
5 the domains were, at some point in time, unregistered and in the public domain
6 while the other four were, at some point in time, transferred to Ms. Taylor. Opp.
7 at 6. However, yet again, Defendants overlook the fact that these assets were
8 improperly held by AOne and Mr. Angelone and that these actions constituted
9 conversion. Defendants’ Opposition offers no other argument regarding this
10 claim. Accordingly, the Court should grant Plaintiff’s Motion for Summary
11 Judgment regarding their conversion claim.

12 **III. CONCLUSION**

13 For the foregoing reasons, Plaintiffs respectfully request that this Court
14 grant their Motion for Summary Judgment.

17 Dated: August 11, 2025

NEWELL LAW GROUP PC

/s/ Felton T. Newell

Attorneys for Plaintiffs and Counter-
Claim Defendants HIDDEN EMPIRE
HOLDINGS, LLC; HYPER ENGINE,
LLC AND DEON TAYLOR; AND
Third-Party Defendant ROXANNE
TAYLOR



